

SAMPLE GRANT AGREEMENT

This is a sample agreement only. The purpose of this sample is to give grantee the basic structure of L&I's agreement. It is NOT meant to contain in its entirety the terms & conditions of a final agreement.

GRANT AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF LABOR & INDUSTRIES
AND
[Insert Text]

This Grant Agreement (Agreement) is made and entered into by and between the Washington State Department of Labor & Industries (hereafter called "Grantor", "L&I", or the "department"), and

[Insert Text]

[Insert Address]

Telephone: [Insert Text]

E-mail: [Insert Text]

(hereinafter called "Grantee")

1. PURPOSE

The purpose of this Grant is to provide L&I-related workplace rights and safety outreach to underserved workers.

In consideration of the terms and conditions contained herein, the parties agree as follows:

SPECIAL TERMS & CONDITIONS

2. STATEMENT OF WORK

The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work set forth in the *Statement of Work*, Attachment C, attached hereto and incorporated herein.

3. TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the following, including items which are attached hereto and incorporated within:

- Applicable Federal and Washington State Statutes and Regulations;
- *Special Terms & Conditions* as contained in this basic Agreement;
- *General Terms & Conditions*, Attachment A;
- *Statement of Work*, Attachment B;
- *Milestone Budget Schedule*, Attachment B;
- *Grant Progress Report*, Attachment C
- Any other provisions of the Agreement incorporated by reference or otherwise.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the Agreement shall begin on July 1, 2024, and shall end on June 30, 2025, unless terminated sooner or extended by L&I as provided herein.

5. COMPENSATION

L&I shall pay an amount not to exceed \$[INSERT AMOUNT] for the performance of all things necessary for or incidental to the performance of work as set forth in the *Statement of Work*, Attachment C, and

in accordance with the *Milestone Budget Schedule*, Attachment D, which is attached hereto and incorporated by reference herein.

6. BILLING PROCEDURES

Grantees are to submit invoices with their quarterly reports. L&I will pay the Grantee within 30 calendar days of receipt of properly executed invoice vouchers. Requests for payment under this Agreement shall be submitted by the Grantee on a Certified State Invoice Voucher (Form A-19) provided, or similar. Invoices shall include such information as is necessary for L&I to determine the date and exact nature of all expenditures. **Each invoice voucher must clearly reference this Agreement Number KXXXX and the Grantee's Statewide Payee Registration Number** assigned by Washington State Department Office of Financial Management. **Vouchers shall be submitted to L&I's Grant Manager.** An A-19 Invoice Voucher can be obtained at <https://des.wa.gov/sites/default/files/2022-06/A-19-1AForm.doc>.

Payment shall be made after acceptance by L&I's Grant Manager of each milestone as described in the *Statement of Work* and the *Milestone Budget Schedule*. Claims for payment submitted by the Grantee to L&I for costs due and payable under this Agreement that were incurred prior to the expiration date shall be paid to the Grantee, if received by L&I within 90 days after the expiration date.

Statewide Payee Registration. The Grantee is required to be registered in the Statewide Payee system, <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services>, prior to submitting a request for payment under this Agreement. No payment shall be made until the registration is completed. The Washington State Department of Enterprise Services (DES) maintains a central Grantee and/or Contractor registration file for Washington State agencies to use for processing Grantee and/or Contractor payments. This allows Grantee and/or Contractors to receive payments by direct deposit.

Timely payment. Payment by L&I will be considered timely if it is postmarked or deposited within 30 days of the following, whichever is later:

- Receipt of properly executed invoice vouchers;
- Acceptance of deliverables by L&I; or
- Statewide Payee Registration.

7. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages, or expenses arising from acts or omissions of the Grantee or Sub-awardee, or agents of either, while performing under the terms of this Agreement.

The Grantee shall provide insurance coverage which *the Grantee shall maintain in full force and effect during the term of this Agreement* as follows:

1. Commercial General Liability Insurance Policy: Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Sub-awardee(s) provide adequate insurance coverage for the activities arising out of Sub-award.
2. Automobile Liability: In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or unowned by the Grantee, automobile liability insurance shall be required. The Grantee shall notify their insurance carrier of the business use and submit to L&I a statement from the carrier acknowledging that the Grantee is insured for such use. This

statement may be, for instance, a notation of coverage on the insurance certificate/s. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3. The insurance required above shall be issued by an insurance company(s) authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give L&I 30 days advance notice of any insurance cancellation.
4. Submit to L&I prior to the Agreement's effective date a certificate of insurance which outlines at the least the coverage and limits defined in this section, *Insurance*, and in the attached *General Terms and Conditions*, Attachment A. The Grantee shall submit renewal certificates on a yearly basis during the term of the Agreement.

8. MEMORANDUM OF UNDERSTANDING (MOU)

Any communications the Grant Manager determines to address more than day-to-day concerns, but does not modify the terms of this Agreement, shall be documented by a written, numbered *Memorandum of Understanding*.

9. ASSURANCES

L&I and the Grantee agree that all activity pursuant to this Agreement will be in accordance with all the applicable federal, state, and local laws, rules, regulations and L&I policy.

10. GOVERNANCE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

11. ORDER OF PRECEDENCE

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations;
2. *Special Terms & Conditions* as contained in this basic Agreement;
3. *General Terms & Conditions*, Attachment A;
4. *Statement of Work*, Attachment B;
5. *Milestone Budget Schedule*, Attachment B;
6. *Grant Progress Report*, Attachment C;
7. Any other provisions of the Agreement incorporated by reference or otherwise.

12. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, or part thereof if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

13. SURVIVORSHIP

All transactions executed for Products and Services provided pursuant to the authority of this Agreement shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further,

the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

14. AGREEMENT MANAGEMENT

The Grant Manager for the grantee and the Grant Manager for L&I will be the contact persons and responsible for all communications, notices, and billings regarding the performance of this Agreement.

| Grantee Grant Manager | Grantor Grant Manager |
|---|--|
| NAME and TITLE Address CityStateZip Phone: XXXX Email: XXXX | Mx. Mo Tabor Department of Labor & Industries PO Box 44001 Olympia WA 98504-4001 Phone: 360-902-5427 E-Mail: mo.tabor@lni.wa.gov |

15. ALL WRITINGS CONTAINED HEREIN

This Agreement sets forth in full all the terms and conditions agreed upon by the parties. Unless referenced within this Agreement, any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to be null and void and of no force and effect whatsoever.

| Grantee Name | State of Washington Department of Labor & Industries | | |
|--|---|----------------------------|--|
| _____ Signature Date _____ Printed Name: _____ Title | _____ Signature Date Randi Warick Deputy Director | | |
| Washington State UBI Number: _____ Federal Tax ID Number: _____ DUNS#: _____ | Washington State UBI Number: <u>342002975000</u> Federal Tax ID Number: <u>91-6001099</u> DUNS#: <u>808882914</u> | | |
| <table border="1" style="margin: auto;"> <tr> <td style="padding: 5px;">Is this Agreement for R&D?</td> <td style="padding: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </td> </tr> </table> | | Is this Agreement for R&D? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Is this Agreement for R&D? | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |

APPROVED AS TO FORM ONLY

APPROVAL ON FILE July 7, 2023
 Elizabeth Fischer

L&I Grant Agreement No. KXXXX
Grantee's Grant Agreement No. [Insert Text]
Assistant Attorney General

Attachment A
GENERAL TERMS AND CONDITIONS

16. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

- 1) *"Grantee"*:
 - a) An agency, firm, provider, organization, individual or other entity that receives an Agreement from L&I to perform services under this award, and
 - b) Will be accountable to L&I for the use of the State or Federal funds provided by the Agreement.
- 2) *"Grant Manager"* L&I representative and/or the Grantee representative identified in the text of the Agreement who is delegated the authority to administer the grant.
- 3) *"Grantor"*: The state of Washington, Department of Labor & Industries (L&I).
- 4) *"Individually Identifiable Health Information"* is a subset of health information, including demographic information collected from an individual and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, as set forth in 45 CFR § 164.501 as currently enacted and subsequently amended or revised.
- 5) *"Personal Information"* means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.
- 6) *"Sub-awardee"* means one not in the employment of the Grantee, who is performing all or part of those services under this Agreement under a separate Agreement with the Grantee. The terms "Sub-awardee" and "Sub-awardees" mean Sub-awardee(s) in any tier.

17. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent relationship will be created by this Agreement. The Grantee and its employees or agents performing under this Agreement are not employees or agents of L&I. The Grantee will not hold itself out as, nor claim to be, an officer or employee of L&I or of the state of Washington by reason of this Agreement, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Grantee.

18. NONDISCRIMINATION & CIVIL RIGHTS

During the performance of this Agreement, the Grantee shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Grantee's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Grantee may be declared ineligible for further Agreements with L&I. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the *Disputes* clause set forth herein.

19. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336 ("ADA" 28 CFR PART

35)

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

20. ASSIGNABILITY

The work to be provided under this Agreement, and any claim arising thereunder, shall not be assigned or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

21. SUB-AWARD(S)

With prior written consent of L&I, the Grantee may enter into sub-awards for any of the work or services contemplated under this Agreement. Consent shall not be unreasonably withheld. This clause does not include Agreements of employment between the Grantee and personnel assigned to work under the Agreement. The Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any sub-awards.

22. INDEMNIFICATION

General Information. The Grantee shall indemnify, defend, protect and hold harmless L&I or any of L&I's agents, from and against all claims, suits or actions arising from both negligent and intentional act/s or omission/s of the Grantee, or agents of the Grantee, while performing the terms of this Agreement. Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of the performance of the Agreement and within the scope of their authority. In the case of negligence of both L&I and the Grantee, any damages allowed shall only be levied in proportion to the percentage of negligence attributable to each party.

Grantee's obligations to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless L&I for any claim arising out of or incident to Grantee's or any sub-awardee(s) performance or failure to perform the Agreement. Grantee's obligation to indemnify, defend, and hold harmless L&I shall not be eliminated or reduced by any actual or alleged concurrent negligence of L&I or its agents, employees, and officials.

Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless L&I and its officials, agents, or employees.

The Grantee shall provide insurance coverage in adequate quantity to protect against legal liability arising out of Agreement activity and as set out in the *Special Terms & Conditions, Insurance* clause. Additionally, the Grantee is responsible for ensuring that any sub-awards provide insurance coverage for the activities arising out of sub-awardees.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, (hereafter called "material"), delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, utility model, industrial design, mask work or trademark, or otherwise results in an unfair trade practice.

1. The Grantee will, at its expense, defend or settle any such claim against L&I under this Agreement.
2. The Grantee will pay related costs, damages and attorneys' fees awarded provided that L&I:
 - 2.1 promptly notifies the Grantee in writing of the claim; and
 - 2.2 Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant the Grantee sole control of the defense and related settlement negotiations.
3. If such a claim occurs, or is likely to occur, and if appropriate, the Grantee may at its option and expense, either procure for L&I the right to continue using the material; or replace or modify the material so that it becomes non-infringing and functionally equivalent.
4. If use of the material is enjoined by a court and the Grantee determines that none of these alternatives is reasonably available, the Grantee at its risk and expense, will take back the material and refund its depreciated value. No termination charges will be payable by L&I. Depreciated value shall be calculated on the basis of a useful life of five (5) years starting on the date of purchase. Years are prorated at 365 days per year. If use of the material is enjoined less than one year after its acceptance by L&I the Grantee shall also refund to L&I any costs it charged for transportation of the material to its initial L&I destination.

Patent and Copyright. The Grantee has no liability for any claim of infringement arising from:

1. The Grantee's compliance with any designs, specifications or instructions from L&I;
2. Modification of software by L&I or a third party without the prior knowledge and approval of the Grantee; or
3. Use of the software in a way not specified by the Grantee.

23. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon a contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Grantee for the purpose of securing business. L&I shall have the right, in the event of breach of this clause by the Grantee, to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

24. CONFLICT OF INTEREST

With a few exceptions, RCW 42.52.120(1) prohibits a state officer or state employee from receiving anything of economic value under any grant agreement and/or contract outside of their official duties. The Governor, or a state agency affected by a violation of Chapter 42.52 RCW or the rules adopted under it, may request that the Attorney General bring an action in superior court to cancel or rescind a state action taken by a state employee or state officer when a violation of the ethics law or rules substantially influenced the state action and the interests of the state require the cancellation or rescission. The Governor may suspend the action pending a determination of the court action.

25. RECORDS, DOCUMENTS, AND REPORTS

The Grantee shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by L&I, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement.

The Grantee will retain all books, records, documents, and other materials relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision. The Grantee shall be responsible for any audit exceptions or disallowed costs incurred by the Grantee or any of its sub-awardees. The Grantee shall maintain the normal payroll records as required by state and federal law.

26. CONFIDENTIALITY

The use or disclosure by any party of any information concerning L&I for any purpose not directly connected with the administration of L&I's or the Grantee's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of L&I. The Grantee shall maintain as confidential all information concerning the Grantee's study findings and recommendations, as well as the business of L&I, its financial affairs, relations with its clientele and its employees, and any other information which may be specifically classified as confidential by L&I in writing to the Grantee. To the extent consistent with Washington State law, L&I shall maintain all information which the Grantee specifies in writing as confidential. The Grantee shall have an appropriate Agreement with its employees to this effect.

27. HUMAN RESEARCH REVIEW PROCESS

The Grantee shall protect personal identifying information and comply with state and federal human research review processes, as implemented by the Washington State Institutional Review Board, and defined in chapter 42.48 RCW, if applicable.

28. ACCESS TO DATA

In compliance with chapter 39.26 RCW, the Grantee shall provide access to data generated under this Agreement to L&I, the joint legislative audit and review committee, and the state auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and methodology for those models.

29. RIGHTS IN DATA

Unless otherwise provided, L&I shall be the owner for all purposes under Title 17 U.S.C., of all data which originates from this Agreement. L&I shall be considered the author of such data. Data shall include, but not be limited to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, data extracts, medical case management reports or claimant file information provided by L&I, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, videos, tapes, and/or sound reproductions. Ownership includes but is not limited to the right to use, copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the Agreement, but which does not originate from the Agreement, shall be transferred to L&I with a non-exclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Grantee has a right to grant such a license. The Grantee shall exert all reasonable effort to advise L&I, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such documents which was not produced in the performance of this Agreement. L&I shall receive prompt written notice of each notice or claim or copyright infringement received by the Grantee with respect to any data delivered under this Agreement. L&I shall have the right to modify or remove any restrictive markings placed upon the data by the Grantee.

30. SAFEGUARDING OF PERSONAL INFORMATION

The Grantee shall not use or disclose Personal Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The Grantee agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

RCW 43.17.425 prevents Washington state agency funds from being used to cooperate or assist in the investigation or enforcement of federal registration, surveillance programs or any other law, rule, or policy that targets Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin.

Grantee and its employees or agents recognize the Department's responsibilities as outlined in RCW 43.17.425. It is possible that data provided to Grantee or derived from this Agreement may be requested or required by an entity which is not a party to the Agreement. If a third-party disclosure is requested or required, Grantee and its employees or agents shall take all steps necessary to ensure that the only data shared, transferred, or allowed to be accessed will be restricted to data allowed to be shared, as defined in all applicable laws including the Department's responsibilities in RCW 43.17.425.

The Grantee shall protect Personal Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification or loss. The Grantee shall ensure its directors, officers, employees, sub-awardees or agents use it solely for the purposes of accomplishing the services set forth in this Agreement. The Grantee and its sub-awardees agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of L&I or as otherwise authorized by law. The Grantee agrees to implement or maintain physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure. The Grantee shall make the Personal Information available to amend as directed by L&I and incorporate any amendments into all the copies maintained by the Grantee or its sub-awardees. The Grantee shall certify its return or destruction upon expiration or termination of this Agreement's retention requirements and the Grantee shall retain no copies except to the extent required by law or regulation. If the Grantee and L&I mutually determine that return or destruction is not feasible, the Grantee shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

L&I reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Grantee through this Agreement. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by L&I. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Grantee shall notify L&I in writing immediately upon becoming aware of any unauthorized access, use or disclosure. The Grantee shall take necessary steps to mitigate the harmful effects of such use or disclosure. The Grantee is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by L&I. The Grantee agrees to indemnify and hold harmless L&I for any damages related to unauthorized use or disclosure by the Grantee, its officers, directors, employees, sub-awardees or agents.

Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

31. REGISTRATION WITH DEPARTMENT OF REVENUE

The Grantee shall comply with the Washington State law requiring registration with the Department of Revenue and shall be responsible for payment of all taxes due on payments made under this Agreement.

32. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

33. LICENSING AND ACCREDITATION STANDARDS

The Grantee shall comply with all applicable local, state, and federal licensing and accrediting requirements / standards, necessary in the performance of this Agreement. (See 19.02 RCW for state licensing requirements / definitions).

34. WORKERS' COMPENSATION INSURANCE COVERAGE

The Grantee shall comply with Title 51 RCW prior to performing work under this Agreement. The Grantee shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Agreement. If the Grantee fails to secure industrial insurance coverage or fails to pay premiums on behalf of its employees, as may be required under Title 51 RCW, L&I may deduct the amount of premiums and any penalties owing from the amounts payable to the Grantee under this Agreement and transmit the same to the Department of Labor & Industries Insurance Services Division. This provision does not waive any right under RCW 51.12.050 to collect from the Grantee amounts paid by L&I.

35. RIGHTS OF INSPECTION

The Grantee shall provide right of access to L&I, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement. The Grantee shall make available information necessary for L&I to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information.

36. FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, L&I may terminate this Agreement without advance notice subject to renegotiation under those new funding limitations and conditions.

37. SUSPENSION FOR NON-ALLOCATION OF FUNDS

If funds are temporarily not allocated to L&I by the state legislature to continue this Agreement in any future period, the parties agree to suspend services based on notice from L&I's Grant Manager and agree to resume services based on subsequent notice by L&I's Grant Manager. L&I will not be obligated to pay for services/licenses not provided/used during the term of the suspension, and the next billing cycle's invoice will reflect this credit to L&I. L&I agrees to notify the Grantee in writing of such non-allocation and re-allocation at the earliest possible times.

38. LIMITATION OF SIGNATURE AUTHORITY

Except in the case of an extension of time, only L&I's Authorizing Official or their delegate by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by L&I's Authorizing Official or their delegate.

39. CHANGES TO AGREEMENT

By written notification to and consent of the Grantee, L&I may, at any time, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the Agreement. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this Agreement, an equitable adjustment may be made in the Agreement price consistent with the *Compensation* clause, or period of performance, or both, and the Agreement shall be modified in writing accordingly. Any claim by the Grantee for adjustment under this clause must be asserted within 30 days from the date of receipt by the Grantee of the notice of such change; Provided, however, that L&I's Director or their delegate by writing may, if they decide that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the **Disputes** clause, **Attachment A**. However, nothing in this clause shall excuse the Grantee from proceeding with the Agreement as changed.

40. DISPUTES

The parties agree that time is of the essence in resolving disputes. During the dispute resolution period the parties agree that:

- If the subject of the dispute is the payment due the Grantee, the Grantee will continue performance and L&I will pay the amount which it in good faith believes to be due and payable.
- If the subject of the dispute is not the payment due, the Grantee will continue performance of work under the Agreement which is not effected by the dispute.

Dispute Steps

1. When a bona fide dispute concerning a question of fact arises between L&I and the Grantee and it cannot be resolved, either party may request a dispute hearing with L&I's Contracts Office. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issues;
 - State the relative positions of the parties;
 - State the Grantee's name, address, and the L&I Agreement Number; and
 - Be e-mailed to the Contracts Office at procurementdispute@lni.wa.gov and L&I's Grant Manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The responding party shall have 5 working days to respond in writing to the requesting party's statement. This response will be sent to both the Contracts Office and the requesting party.
3. The L&I Contracts Office shall review the written statements of the parties and reply in writing to both parties within 10 working days. The Contracts Office may extend this period if necessary by notifying the parties.
4. The decision of L&I's Contracts Office shall be final and conclusive unless, within 5 working days from the date L&I e-mailed the decision, the Grantee requests a dispute panel. This request must be in writing to L&I's Contracts Office.

5. If a dispute panel is requested, L&I and the Grantee shall each appoint a member to the dispute panel within 5 working days. L&I and the Grantee shall jointly appoint a third member to the dispute panel within the next 5 working days.
6. The dispute panel shall review the written descriptions of the dispute, gather additional information as needed, and make a decision on the dispute in the shortest practical time with the majority prevailing. The parties agree that the decision of the dispute panel shall be final and binding.

41. TERMINATION FOR DEFAULT

If either party violates any material term or condition of this Agreement, the other (aggrieved) party may give the violating party written notice of the violation. The violating party will correct the violation within 30 days or as otherwise mutually agreed. If the violation is not corrected, the aggrieved party may, at its sole discretion, immediately terminate this Agreement by written notice to the violating party. Upon termination, the violating party shall be liable for damages as authorized by law.

If L&I is the aggrieved party, damages shall include, but not be limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time. L&I shall have the right to deduct damages from payments due to the Grantee.

The termination shall be deemed to be a "Termination for Convenience" if it is determined that the violating party:

- Was not in default; or
- Failure to perform was outside of their control, fault or negligence.

This clause shall not apply to any failure to perform which is the result of the aggrieved party's willful or negligent acts or omissions.

42. TERMINATION FOR CONVENIENCE

L&I has the right to terminate the Agreement by giving written notice to the Grantee at least ten (10) days before the effective date of termination. If this Agreement is so terminated, L&I is liable only for payments required under the terms of this Agreement for services rendered prior to termination.

43. TERMINATION PROCEDURE

Upon termination of this Agreement, in addition to any other rights provided in this Agreement, L&I may require the Grantee to deliver to L&I any property specifically produced or acquired for the performance of any part of this Agreement which has been terminated. The provisions of the *Treatment of Assets* clause shall apply in such property transfer.

L&I shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by L&I, and the amount agreed upon by the Grantee and L&I for the following:

1. Completed work and services for which no separate price is stated;
2. Partially complete work and services;
3. Other property or services which are accepted by L&I; and
4. The protection and preservation of property, unless the termination is for default, in which case L&I's Director or their delegate by writing shall determine the extent of the liability of L&I.

Failure to agree with such determination shall be a dispute within the meaning of the *Disputes* clause of this Agreement. L&I may withhold from any amounts due the Grantee such sum as L&I's Director or his or her delegate by writing determines to be necessary to protect L&I against potential loss or liability.

The rights and remedies of L&I provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by L&I's Grant Manager, the Grantee shall:

1. Stop work under the Agreement on the date, and to the extent specified in the notice;
2. Place no further orders or sub-awards for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
3. Assign to L&I, in the manner, at the times, and to the extent directed by L&I's Grant Manager all of the rights, titles, and interest of the Grantee under the orders and sub-awards so terminated, in which case L&I has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-awards;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-awards, with the approval or ratification of L&I's Grant Manager to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to L&I and deliver in the manner, at the times, and to the extent, if any, as directed by L&I's Grant Manager, any property which, if the Agreement had been completed, would have been required to be furnished to L&I;
6. Complete performance of such part of the work as shall not have been terminated; and
7. Take such action as may be necessary, or as L&I's Grant Manager may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Grantee and in which L&I has or may acquire an interest.

44. OVERPAYMENTS AND ASSERTION OF LIEN

In the event that L&I establishes overpayments or erroneous payments made to the Grantee under this Agreement, L&I may secure repayment, plus interest, if any, through the filing of a lien against the Grantee's real property, and/or by requiring the posting of a bond, assignment of deposit, and/or some other form of security acceptable to L&I.

45. ANTITRUST

The Grantee hereby assigns to the State of Washington any and all of its claims for price-fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products or services purchased under this Contract.

46. WAIVER

Unless the Agreement is amended in writing by an authorized representative of L&I, waiver of a default under this Agreement, or failure by L&I to exercise its rights shall not:

- Be considered a modification or amendment to the Agreement; or
- Constitute a waiver of any subsequent default.

47. PUBLICITY

The Grantee agrees to submit to L&I all advertising and publicity matters relating to this Agreement which in L&I's judgment, L&I's name can be implied or is specifically mentioned. The

Grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of L&I.

48. GRANTEE STAFFING

The Grantee agrees that the Grantee Staff identified will work on the project as noted in the Scope of Work and/or the detailed budget. Substitute staff will not be used without L&I's prior approval. Only Grantee Staff identified may be assigned to perform project work. Unless authorized in writing in advance by L&I's Grant Manager, sub-awarding or substituting the proposed Grantee Staff with other staff not identified will not be allowed. Grantee Staff must provide services while located in the contiguous United States, unless L&I provides advanced written approval. L&I may, at its sole discretion, without cause, and at any time during the term of the Agreement, request immediate replacement of staff identified. The Grantee certifies that all activity pursuant to this Agreement is in full compliance with **RCW 42.52.080, *Employment After Public Service***.

49. GRANTEE'S PROPRIETARY INFORMATION

The Grantee acknowledges that L&I is subject to chapter 42.56 RCW, the Public Records Act, and that this Agreement shall be a public record as defined in RCW 42.56. Any specific information submitted to L&I and claimed by the Grantee to be confidential or proprietary, must be clearly identified as such by the Grantee. To the extent consistent with chapter 42.56 RCW, L&I shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Grantee's proprietary information and L&I intends to release the information, L&I will notify the Grantee of the request and notify the Grantee of the date that such records will be released to the requester. It will be the responsibility of the Grantee to obtain any necessary court order enjoining that disclosure. If the Grantee fails to obtain the court order enjoining disclosure, L&I will release the requested information.

50. ACCESSIBILITY

The State of Washington is committed to providing the public and Washington State employees equivalent and equitable access to digital content and information, that allows people with disabilities access to and use of information and data, and provides access to the same services and content that is available to persons without disabilities. All digital content (including, but not limited to: websites, web-based applications, software systems, e-learning, multimedia, programmable user interfaces, and electronically published documents) must be developed and maintained in a manner that provides an identical or similar experience to individuals with disabilities.

Washington State has set a minimum level of compliance for accessibility. The work products of this Grant must ensure that L&I meets federal policy 508, OCIO Policy 188 (<https://ocio.wa.gov/policy/accessibility>), and WCAG 2.0 level AA (<http://www.w3.org/WAI/standards-guidelines/wcag/>).

51. SUBAWARDEE(S) PROPRIETARY INFORMATION

The Grantee acknowledges that L&I is subject to chapter 42.56 RCW, the Public Records Act, and that this Agreement shall be a public record as defined in RCW 42.56. Any specific information submitted to L&I and claimed by the Grantee to be confidential or proprietary, must be clearly identified as such by the Grantee. To the extent consistent with chapter 42.56 RCW, L&I shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Grantee's proprietary information and L&I intends to release the

information, L&I will notify the Grantee of the request and notify the Grantee of the date that such records will be released to the requester. It will be the responsibility of the Grantee to obtain any necessary court order enjoining that disclosure. If the Grantee fails to obtain the court order enjoining disclosure, L&I will release the requested information